

Additional Instructions and Clarifications for Offerors

Proposal Document 2

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Seminole Nation of Oklahoma

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Additional Instructions and Clarifications for Offerors

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Proposal Preparation and Submission

- (a) Offerors are expected to examine the RFP and all instructions. Failure to do so will be at the offerors risk.
- (b) All proposals must be submitted on the offeror's letterhead, and Offerors shall furnish all the information required by the solicitation. Proposals must be signed. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- (c) Offerors must submit as part of their proposal a completed Proposal Document 1 - "Representations, Certifications, and Other Statements of Offerors.
- (d) All proposal documents shall be sealed in an envelope which shall be clearly marked with the words "RFP – Election Services," and the offeror's name, and the date and time for receipt of bids.
- (e) Unless expressly authorized elsewhere in this solicitation, alternate proposals will not be considered.
- (f) Unless expressly authorized elsewhere in this solicitation, proposals submitted by telegraph or facsimile (fax) machines will not be considered.

Explanations and Interpretations to Prospective Offerors

- (a) Any prospective offeror desiring an explanation or interpretation of the solicitation must request it at least 7 days before the scheduled time for the RFP Opening/Review. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors as a written amendment to the solicitation, if that information is necessary in submitting proposal, or if the lack of it would be prejudicial to other prospective offerors.
- (b) Any information obtained by, or provided to, an offeror other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

Amendments to Requests for Proposals

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the form, or (3) by letter, telegram, facsimile, or email from the Seminole Nation. Proposals which fail to acknowledge the offeror's receipt of

any amendment may result in the rejection of the proposal if the amendment(s) contained information which substantively changed the Nation's requirements.

Responsibility of Prospective Offeror

(a) The Seminole Nation will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offeror, the Nation will consider such matters as the offeror's:

- (1) Integrity;
- (2) Compliance with policy;
- (3) Record of past performance; and
- (4) Financial and technical resources.

b) Before a proposal is considered for award, the offeror may be requested by the Nation to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the offeror to provide such additional information shall render the offeror non-responsible and ineligible for award.

Late Submissions, Modifications, and Withdrawal of Proposals

(a) Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g. an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must *have* been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or *via* facsimile, and it is determined by the Nation that the late receipt was due solely to mishandling by the Nation after receipt;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable *evidence* to establish the date of mailing of a late proposal, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable *evidence* to establish the time of receipt at the Nation is the time/date stamp of the Nation on the proposal wrapper or other documentary *evidence* of receipt maintained by the Nation.

(e) The only acceptable *evidence* to establish the date of mailing of a late proposal, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by the offeror to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Nation will be considered at any time it is *received* and may be accepted.

(g) Proposals may be withdrawn by written notice, by email or facsimile machine transmission *received* at any time before the exact time set for opening of proposals; provided that written confirmation has been

sent to the prospective offeror concerning the withdrawal.

Proposal Opening/Review

Proposals *received* by the date and time of receipt specified in the solicitation will be opened and the review committee for the proposal will begin with the review conducted in accordance with the solicitation. (Please see the RFP.)

Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from -

Principal Chief Leonard M. Harjo
PO Box 1498
Wewoka, OK 74884

(c) All protests shall be resolved in accordance with the Nation's protest policy and procedures, copies of which are maintained at the Seminole Nation Complex.

Contract Award

- (a) The Nation will evaluate proposals in response to this solicitation without discussions and will award a contract to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the Nation considering the factors specified in the solicitation.
- (b) The Nation may reject any and all proposals, and *waive* informalities or minor irregularities in proposals received.

Indian Preference Requirements

The Seminole Nation of Oklahoma while contracting follows the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requiring that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible provide:

Preferences and opportunities for training and employment with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.